UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

PURPLE COMMUNICATIONS, INC. and Its Successor and Joint Employer CSDVRS, LLC d/b/a ZVRS,		
Employers,	Case Nos.	21-CA-149635
		28-CA-179794
and		21-CA-182016
		32-CA-185337
PACIFIC MEDIA WORKERS GUILD, LOCAL 39521, THE NEWSPAPER GUILD, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO,		21-CA-185343
		27-CA-185377
		27-CA-186448
		28-CA-186509
		21-CA-187642
Charging Party.		28-CA-192041
		27-CA-192084
		28-CA-197009
		28-CA-197062

RESPONDENT PURPLE COMMUNICATIONS, INC.'S MOTION TO MODIFY THE NATIONAL LABOR RELATIONS BOARD'S REMEDIAL ORDER

Respondent Purple Communications, Inc. respectfully submits this motion pursuant to Section 101.12 of the National Labor Relations Board's ("NLRB" or the "Board") Rules and Regulations and Section 10518.1 of the Board's Compliance Manual to modify the Board's Remedial Order issued on September 28, 2020.

BACKGROUND

I. Factual Background

The Board's Decision and Order sets out the relevant facts, which are summarized as follows. Purple operates call centers for the deaf and hard-of-hearing. Each call center employs a staff of video relay interpreters ("VIs"). The VIs provide real-time sign language interpretation for hearing-impaired persons to communicate with hearing callers. From individual workstations, interpreters use an audio headset to communicate orally with the hearing

participant on a call, leaving their hands free to communicate in sign language, via video, with the hearing-impaired participant.

In 2012, the Pacific Media Workers Guild, Local 38521, TNG-CWA (the "Union") held an organizing campaign at several of Purple's call centers. The following year, the Union was certified as the collective bargaining representative of four units of VIs employed at Purple's call centers in Denver, San Diego, Oakland, and Tempe. Over the next two years, Purple and the Union negotiated a collective-bargaining agreement ("CBA") covering the VIs at the four unionized locations.

II. The Board's Decision and Order

Over the course of the collective bargaining relationship, the Union charged Purple with violating the National Labor Relations Act ("NLRA"). A hearing was held before an administrative law judge in 2017, and the ALJ issued findings on August 3, 2018. Each party subsequently filed exceptions to the ALJ's findings. On September 28, 2020, the Board issued its Decision and Order.

The Board affirmed all the ALJ's findings except those involving the maintenance of Purple's Internet, Intranet, Voicemail, and Electronic Communications Policy ("ECP"). At issue were provisions in the ECP stating that "[e]mployees are strictly prohibited from using . . . email systems . . . in connection with any of the following activities: . . . Engaging in activities on behalf of organizations or persons with no professional or business affiliation with the Company," and "9. Distributing or storing . . . solicitations . . . or other non-business material or activities." *Purple Commc'ns, Inc.*, 370 NLRB No. 26, slip op. at *3 (Sept. 28, 2020). Applying *Purple Communications, Inc.*, 361 NLRB 1050 (2014), the ALJ in this case found that the ECP violated Section 8(a)(1) of the NLRA.

After the ALJ's decision, the Board overruled *Purple* in *Caesars Entertainment d/b/a Rio*

All-Suites Hotel and Casino, 368 NLRB No. 143 (2019), and announced a new, retroactive standard. The new standard held that "an employer does not violate the [NLRA] by restricting the nonbusiness use of its IT resources absent proof that employees would otherwise be deprived of any reasonable means of communicating with each other, or proof of discrimination." *Id*., slip op. at 8. Because Purple's employees had access to other reasonable means of communication, the Board reversed the ALJ and dismissed the relevant complaint allegation.

The Board nonetheless issued a Remedial Order requiring Purple to "[r]escind or revise the Internet, Intranet, Voicemail and Electronic Communication Policy" in the employee handbook. *Purple*, 370 NLRB No. 26, slip op. at 2 nn.5-6. The Order also required Purple to "rescind or revise the non-solicitation policy in the employee handbook," even though the corresponding complaint allegation was withdrawn. *Id.* at 6. In addition, the Board ordered Purple to post a Notice stipulating that it would rescind these and other policies and make various payments. However, the policies had been replaced and the payments were made long before the Board issued its Order.

III. Changed Circumstances Pending The Board's Decision

While this case was pending, Purple underwent a series of reorganizations resulting in the issuance of a new employee handbook and the closure of several of its call centers, including the four unionized centers. In the new handbook, Purple replaced the policies alleged to violate the NLRA. The call centers in San Diego, Oakland, and Tempe were closed between July and November 2017. The Denver call center was closed approximately two years later in May 2019. Prior to the closures, Purple engaged in effects bargaining with the Union and reached an agreement acknowledging payment of any remedy resulting from the pending charges. The Union does not represent Purple's remaining employees.

ARGUMENT

I. The Board's Remedial Order Is Inconsistent With Its Findings.

Although Purple is prepared to comply with the Board's Decision and Order, several of the Order's remedial measures are not supported by the Board's findings. An order that enjoins NLRA violations other than those found by the Board is impermissible unless it "bear[s] some resemblance to that which the employer has committed." *NLRB v. Express Publ'g Co.*, 312 U.S. 426, 436 (1941); *see also NLRB v. Builders Supply Co.*, 410 F.2d 606, 611 (5th Cir. 1969) ("The courts have long been hesitant to extend the order beyond the scope of the particular unfair labor practices which were committed."). The Board's Order is inconsistent with its own findings in two respects.

First, the Board specifically found that the ECP does not violate the NLRA. *Purple*, 370 NLRB No. 26, slip op. at 3-4 ("[W]e find that the Respondent did not violate Section 8(a)(1) by maintaining the [Internet, Intranet, Voicemail and Electronic Communication Policy]. We reverse the judge and dismiss the relevant complaint allegation."). For this reason, the Board cannot require that the policy be rescinded.

It makes no difference that Purple was found to have enforced the ECP against employees simultaneously engaged in Section 7 activity five years ago. *Id.* at 17; *see Caesars d/b/a Rio All-Suites Hotel & Casino*, 368 NLRB No 143, slip op. at *5 (2019) ("[E]mployees had no need to utilize employer-provided email in order to exercise their Section 7 rights, there was no basis for finding that employers interfered with, restrained, or coerced employees in the exercise of those rights by limiting business email to business-related purposes."). Because the ALJ did not find that Purple applied the policy discriminatorily, there is no basis for ordering the rescission of the otherwise lawful policy. *Eaton Techs., Inc.*, 322 NLRB 848, 853 (1997) ("[A]n employer may 'uniformly enforce a rule prohibiting the use of its bulletin boards by employees for all

purposes,'" including for union-related messages. (quoting *Vincent's Steak House*, 216 NLRB 647, 647 (1975))); *see also Argos USA, LLC d/b/a Argos Ready Mix, LLC*, 369 NLRB No. 26, slip op. at *5 (2020) (reversing administrative law judge's decision finding discharge unlawful because it was made pursuant to work rule restricting cell phone use, which the Board later found lawful).[1]

Second, neither the ALJ nor the Board made any findings that the non-solicitation policy in Purple's employee handbook violated the NLRA. In fact, the ALJ approved the General Counsel's withdrawal of all complaint allegations involving Purple's non-solicitation policy. *See* Exhibit A, General Counsel's Motion to Withdraw Complaint Allegations (Dec. 19, 2017). Yet, the Board's Order requires that Purple "[r]escind or revise the non-solicitation policy in the employee handbook." *Purple*, 370 NLRB No. 26, slip op. at 6. Because this requirement has no basis in the Board's findings, it cannot be enforced. *See N.L.R.B. v. U.S. Postal Serv.*, 477 F.3d 263, 271 (5th Cir. 2007) (refusing to enforce remedial order that reached "beyond those violations which bear a resemblance to the . . . violations found"); *N.L.R.B. v. C.E. Wylie Const. Co.*, 934 F.2d 234, 238 (9th Cir. 1991) (denying enforcement where "the ALJ and NLRB made no findings supporting their decision to apply the [remedial] order").

Accordingly, the Board's remedial order should be modified consistent with its findings.

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[1] To the extent the Board relies on *Hitachi Capital Am. Corp.*, 361 NLRB 123, 125 (2014), which required rescission of an "unlawfully broad rule," no such finding of overbreadth was made here. To the contrary, the Board specifically found that the maintenance of the ECP "did not violate Section 8(a)(1)." *Purple*, 370 NLRB No. 26, slip op. at 6. Moreover, *Hitachi* is no longer good law, as the Board there, relying on *Lutheran Heritage Village-Livonia*, 343 NLRB 646 (2004), *overruled by The Boeing Co.*, 65 NLRB No. 154 (2017), held that "it [is] unnecessary to determine whether the rule is facially overbroad [if] applied . . . to restrict [employees'] exercise of her Section 7 rights." That holding conflicts with current Board precedent. *See T-Mobile ISA, Inc.*, 369 NLRB No. 90, slip op. at 1 (2020) (holding employee "did not have a Section 7 right to use her work email to send her message to her coworkers" and her employer "was entitled to exercise its property rights to restrict [her] use of its email system for that purpose").

II. The Board's Remedial Order Does Not Accurately Reflect The Changed Circumstances Of Purple's Workforce

The Board's remedial order should be modified for another reason: the required Notices are inaccurate and would create confusion given the current reality of Purple's workforce.

The Notices require Purple to "continue in effect all the terms and conditions of employment contained in the collective-bargaining agreement covering employees in the unit." *Purple*, 370 NLRB No. 26, slip op. at 8-10. But Purple no longer employs the bargaining units at issue in the complaint and bargained the effects of the closure of the facilities where the unit employees worked. Therefore, Purple could not continue to violate Section 8(a)(5) of the NLRA by refusing to bargain with their representative. *See NLRB v. Globe Sec. Servs.*, 548 F.2d 1115, 1118 (3d Cir. 1977) ("The record before this court clearly shows that the unit with which [the employer] was ordered to bargain no longer exists."). Because a court will not enforce a Board order "which the facts show is now inoperative and impossible to enforce," a remedial order prospectively requiring bargaining—absent a bargaining unit—would not "serve in any degree to effectuate the purposes of the Act." *NLRB v. Grace Co.*, 184 F.2d 126, 130 (8th Cir. 1950).

The Notices also require Purple to take actions it completed long before the Board issued its Order. Such circumstances render a Notice moot. *See Sands v. NLRB*, 825 F.3d 778, 784 (D.C. Cir. 2016) ("[A]n unfair labor practice case is moot when the petitioner lacks an ongoing personal interest in the proceedings."); *Gally v. NLRB*, 487 F. App'x 661 (2d Cir. 2012) (dismissing as moot employee's petition for review because the employee was no longer a union member subject to a disputed requirement and the union had refunded dues).

The Notices here state that Purple (1) "WILL rescind or revise . . . the Employment Records Policy in the employee handbook"; (2) "WILL distribute to supervisors and managers at all facilities revised Disciplinary Action Report forms that are not labeled 'Confidential'"; and

(3) "WILL make employees affected by the foregoing unlawful changes whole, with interest, for any loss of earnings and other benefits suffered as a result of these changes." *Purple*, 370 NLRB No. 26, slip op. at 8-12. But Purple did all those things well before the Board issued its Decision and Order.

Indeed, Purple certified that it rescinded its only handbook policy found unlawful by the Board (i.e., the "Employee Records Policy") and removed the word "Confidential" from its disciplinary action report forms. *See* Exhibit B, Employee Handbook Insert; *see also* Exhibit C, Disciplinary Action Form.

Moreover, nearly two years before the Board's Order, Purple made the necessary payments to the Union and unit members based on the complaint allegations. *See* Exhibit D, Letters to Union dated Nov. 7, 2018. Purple and the Union entered into a settlement agreement acknowledging that (i) Purple's bargaining obligations to the Union ceased upon the closure of Purple's last unionized facility, and (ii) all monetary relief in connection with this case has been paid. *See* Exhibit E, Settlement Agreement ¶ 1 ("The Parties acknowledge that any monetary relief available to the Union or any Unit Member pursuant to the Settled Claims and all other charges set forth in this Paragraph has already been paid or is being paid as part of this Agreement and no further monetary relief is due and owing."); *id.* at ¶ 2 ("The Parties agree that the Company's collective bargaining obligations in connection with Unit Members shall cease upon the closure of the Denver Call Center on May 15, 2019.").

Because the Notices inaccurately reflect the changed circumstances of Purple's workforce, Purple respectfully requests that the Board adopt the revised Notices attached hereto as Exhibit F.

CONCLUSION

Purple respectfully requests that the Board revise its Remedial Order consistent with its own findings and the changed circumstances of Purple's workforce.

Dated: January 13, 2021

Respectfully submitted,
AKIN GUMP STRAUSS HAUER & FELD LLP

By /s/ *James Crowley*

Daniel L. Nash
James C. Crowley
AKIN GUMP STRAUSS HAUER & FELD LLP
2001 K Street, NW
Washington, DC 20006
(202) 887-4000 phone
(202) 887-4288 fax

Counsel for Respondents,
Purple Communications, Inc. and CSDVRS, LLC d/b/a ZVRS

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of January, 2021, I caused a copy of the foregoing to be served, via the NLRB e-filing system and electronic mail, on the following:

Cornele A. Overstreet
Regional Director
National Labor Relations Board, Region 28
2600 North Central Avenue, Suite 1400
Phoenix, AZ 85004-3099
cornele.overstreet@nlrb.gov

Fernando J. Anzaldua
Kyler A Scheid
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Sheila K. Sexton
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drosenfeld@unioncounsel.net

By /s/ *James Crowley*

Exhibit A

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

PURPLE COMMUNICATIONS, INC. and Its Successor and Joint Employer CSDVRS, LLC d/b/a ZVRS		
and	**Cases**	**21-CA-149635**
		28-CA-179794
PACIFIC MEDIA WORKERS GUILD,		**21-CA-182016**
LOCAL 39521, THE NEWSPAPER GUILD,		**32-CA-185337**
COMMUNICATIONS WORKERS OF		**21-CA-185343**
AMERICA, AFL-CIO		**27-CA-185377**
		27-CA-186448
		28-CA-186509
		21-CA-187642
		28-CA-192041
		27-CA-192084
		28-CA-197009
		27-CA-197062

GENERAL COUNSEL'S MOTION TO WITHDRAW COMPLAINT ALLEGATIONS

Counsel for the General Counsel (CGC) respectfully moves to withdraw certain complaint allegations in view of the decision of the National Labor Relations Board (the Board) in *Boeing Company*, 365 NLRB No. 154 (2017), in which the Board overruled parts of *Lutheran Heritage Village-Lithonia*, 343 NLRB 646 (2004), and announced new standards for analyzing the lawfulness of employer rules that do not explicitly restrict activity protected by Section 7 of the National Labor Relations Act, and in view of instructions issued by the General Counsel in General Counsel Memorandum GC 18-02, "Mandatory Submissions to Advice" (December 1, 2017), in which the General Counsel stated that certain initiatives are no longer in effect.

Specifically, CGC respectfully moves to withdraw all allegations of paragraphs 5(a), 5(e), and 5(ff), *with the exception of* the following allegations of paragraph 5(a) and 5(e):

5. (a) Respondent Purple, since at least October 6, 2014, and Respondents, since about February 14, 2017, have maintained the following overly-broad and discriminatory rules in their employee handbook:

> INTERNET, INTRANET, VOICEMAIL AND ELECTRONIC COMMUNICATION POLICY
>
> Prohibited activities
> Employees are strictly prohibited from using […] email systems, […] in connection with any of the following activities:
>
> 2. Engaging in activities on behalf of organizations or persons with no professional or business affiliation with the Company.
>
> 9. Distributing or storing […] solicitations or […] or other non-business material or activities.

5. (e) Respondent Purple, since at least September 29, 2016, and Respondents, since about February 14, 2017, have maintained the following overly-broad and discriminatory rule in their employee handbook:

> EMPLOYMENT RECORDS
> Purple maintains a personnel file for each employee. The file includes confidential information such as your job application, resume, documentation of performance appraisals and salary increases, and other employment records. You have a right to inspect certain documents in your personnel file, as provided by law, in the presence of a Human Resources representative at a mutually convenient time. No copies of documents in your file may be made, with the exception of documents that you have previously signed. You may add your comments to any disputed item in the file.

Dated at Phoenix, Arizona, this 19th day of December 2017.

Respectfully submitted,

/s/ Fernando Anzaldua

Fernando Anzaldua
Counsel for the General Counsel
National Labor Relations Board – Region 28
2600 North Central Avenue, Suite 1400
Phoenix, AZ 85004-3099
Telephone: 602-416-4757
Facsimile: 602-640-2178
Email: fernando.anzaldua@nlrb.gov

Exhibit B

PURPLE COMMUNICATIONS EMPLOYEE HANDBOOK UPDATES

The following important policies have been updated in the Purple Communications Handbook. Below you will find the most current and accurate information for the following policies. Please review the updated policies, log into ADP and electronically sign the policy acknowledgement. Please note that acknowledgement is mandatory.

Location of Policy in 2015 Employee Handbook	Current Policy Language	Replacement Policy Language
Page 9	**EMPLOYMENT RECORDS** Purple maintains a personnel file for each employee. The file includes confidential information such as your job application, resume, documentation of performance appraisals and salary increases, and other employment records. You have a right to inspect certain documents in your personnel file, as provided by law, in the presence of a Human Resources representative at a mutually convenient time. No copies of documents in your file may be made, with the exception of documents that you have previously signed. You may add your comments to any disputed item in the file. It is important that all employees keep the Company informed of any changes in important information. Current addresses, phone numbers and emergency contact information are essential for many purposes, including mailings to your home. If an employee's marital status or dependents	**PERSONNEL RECORDS** The information recorded in your personnel file is important to you and to Purple. It is your responsibility to make sure that the personal data in the file is accurate and up to date. Report any change of address, phone number, etc. to Human Resources by updating your information in ADP. You have the right to inspect and request a copy of your personnel file and payroll records, as provided by law. Please contact Human Resources if you would like to inspect and/or copy your file.

Location of Policy in 2015 Employee Handbook	Current Policy Language	Replacement Policy Language
	change, the employee may need to change the number of exemptions claimed for income tax withholding purposes and to add or delete members of the employee's family to our health insurance plan.	
Page 32	**NON-SOLICITATION AND NON-DISTRIBUTION OF LITERATURE** In order to avoid disruption of Company operations, the following rules apply to solicitations and distribution of literature on Company property. Persons who are not employed by Purple may not solicit or distribute literature on Company property at any time for any purpose. Employees of Purple may not solicit or distribute literature during "working time" for any purpose. Employees of the Company may not distribute literature in "working areas" at any time for any purpose. Working time includes the working time of both the employee doing the soliciting or distributing and the employee to whom the soliciting or distributing is being directed. Working time does not include meal periods, or any other specific periods during the workday when employees are properly not engaged in performing their work assignments.	**LIMITATIONS ON SOLICITATIONS, DISTRIBUTIONS AND ACCESS** In order to maintain and promote efficient operations, discipline and security, the Company maintains rules applicable to all employees that govern solicitation, distribution of written material and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor immediately. These rules are not intended to restrict communications or actions protected or required by state or federal law. These rules are: 1. No employee shall sell merchandise or solicit for any cause or organization during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes times when employees are properly not engaged in performing work tasks, such as meal and break periods. Working time is the time an employee is engaged or should be engaged in performing work tasks for the Company. 2. No employee shall distribute or circulate any written or printed material, other than those approved by management for business purposes, during working time and in work areas as it may interfere with the operation of the

Location of Policy in 2015 Employee Handbook	Current Policy Language	Replacement Policy Language
		Company's business or with the work of employees. Distribution of such material is prohibited if either the distributor or the person receiving the distribution is on working time. As used in these rules, work areas include areas controlled by the Company where employees are performing work, but not including, for example: break rooms, the Company e-mail system, and parking lots. 3. No employee shall enter or remain in Company work areas for any purpose except to report for, be present during, and to conclude a work period. Nonexempt employees are expected to arrive at their work area no earlier than ten (10) minutes before they are scheduled to begin working and should leave their work area no later than ten (10) minutes after their work scheduled for the day is completed. Work area does not include Company parking lots, gates or other similar outside areas. 4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on Company property. 5. Non-employees are forbidden from entering upon Company property at any time except on official business with the Company.

Exhibit C

DISCIPLINARY ACTION REPORT

Employee Name: _____ Date: _____

Job Title: _____ Employee ID: _____

Department: _____ Location: _____

Type of Warning Issued: ☐ **Verbal** ☐ **Written** ☐ **Final**

Explanation of Conduct Not Met:

Improvement Required:

Employee Signature: _____ **Date:** _____

Managers Signature: _____ **Date:** _____

Exhibit D

Akin Gump
STRAUSS HAUER & FELD LLP

LAWRENCE D. LEVIEN
202-887-4054/fax: 202-887-4288
llevien@akingump.com

November 7, 2018

VIA U.S. MAIL

Sheila Sexton, Esq.
Beeson, Tayer & Bodine, APC
483 Ninth Street, Suite 200
Oakland, CA 94607

Re: Purple Communications, Inc. – Case 21-CA-149635, et al. – Dual Rates

Dear Sheila:

As you know, we have not yet received the final decision on the allegations in this case. Such a decision awaits the National Labor Relations Board or the federal courts of appeals. For the time being, the Company has forwarded a check to Julie Berner and a check to Lariisa McClung (copies enclosed) in compliance with the administrative law judge's findings and remedial order regarding Paragraph 8(a) of the Complaint.

The payment of $3,498.87 to Ms. Berner and $9,553.25 to Ms. McClung, totaling $13,052.12, less applicable withholdings and deductions, is made without prejudice if the administrative law judge's findings regarding community pay differentials or the accompanying remedial order is overruled, reversed, vacated, or otherwise voided in part or in whole. The enclosed schedule allocates a specific amount of the total payment to each unit member identified therein. The Company has paid the Internal Revenue Service for any adverse tax consequences of receiving lump-sum payments. Where applicable, the Company filed a report with the Social Security Administration allocating payments to the appropriate calendar quarters.

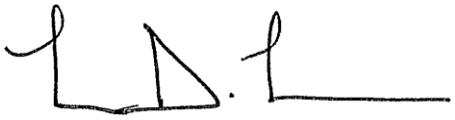
Subject to the remedial order, the Company has calculated the total payment amount based on pay for community work performed that would have been

remitted to individual unit members who lost their community differentials on or after March 2016. Specifically, the amount is derived from (1) the community interpreting hours worked by unit members who were first employed prior to January 2010 and lost their community differentials on or after March 2016; (2) the applicable rates for such work performed; and (3) interest in excess of the amount required by the remedial order. Such detail appears on the schedule.

Further in compliance with the administrative law judge's findings, the Company has begun to and will continue to honor the community differentials for the unit members identified in the enclosed schedule (and any others who become affective prospectively) if and until: (a) the parties agree otherwise or reach impasse on the topic; or (b) the administrative law judge's findings regarding community differentials are overruled, reversed, vacated, or otherwise voided. The earlier of the two conditional occurrences will be the date that the Company ceases paying the community differentials. The Company reserves all legal rights.

Please contact me should you have any questions.

Sincerely,



Lawrence D. Levien

encl.

cc: Francine Cummings
Mark Hopkins
Dora Veith

Payroll Name	Location	VRS Rate	Community Rate	Effective Date	Job Title	Worker Status	Community Hours Worked from Rate Change to Sept. 2018	Community Rate Used in Recalculation	Additional Wages After Recalculation	Additional Wages + 5% Interest
Berner, Julie	023020 - Denver, CO Call Center	$40.50	$41.75	8/9/2010	Interpreter	Full Time		$41.75	$3,332.26	$3,498.87
		n/a	$41.75	3/14/2016	Community	Flex Time				
		$40.50	$41.75	9/12/2016						
		▼ $36.76	▼ $36.76	5/8/2017	Interpreter	Full Time	872.97			
		$36.76	▲ $39.33	1/1/2018						
McClung, Lariisa K.	023020 - Denver, CO Call Center	$46.32	$47.75	8/9/2010		Flex Time		$47.75	$9,098.33	$9,553.25
		▼ $40.00	▼ $40.00	6/6/2016	Interpreter	Full Time	1,605.17			
		$40.00	▲ $42.80	1/1/2018						
									TOTAL	**$13,052.11**

Akin Gump
STRAUSS HAUER & FELD LLP

LAWRENCE D. LEVIEN
202-887-4054/fax: 202-887-4288
llevien@akingump.com

November 7, 2018

VIA U.S. MAIL

Sheila Sexton, Esq.
Beeson, Tayer & Bodine, APC
483 Ninth Street, Suite 200
Oakland, CA 94607

Re: Purple Communications, Inc. – Case 21-CA-149635, et al. – Union Dues

Dear Sheila:

As you know, we have not yet received the final decision on the allegations in this case. Such a decision awaits the National Labor Relations Board or the federal courts of appeals. For the time being, the Company has enclosed a check addressed to the Pacific Media Workers Guild, Local 39521, The Newspaper Guild, Communication Workers of America, AFL-CIO, in compliance with the administrative law judge's findings and remedial order regarding Paragraph 8(d) of the Complaint.

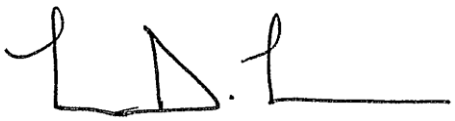
The payment totals $3,470.16, and is made pending the Board's decision on the administrative law judge's findings regarding dues deduction or the accompanying remedial order.

Subject to the remedial order, the Company has calculated the total payment amount based on dues that would have been remitted to the Guild from May 2016 to the present for community interpreting work performed by unit members who executed dues deduction authorization forms. Specifically, this amount is derived from (1) the community interpreting hours worked by unit members who authorized dues deduction; (2) the applicable rates for such work performed; and (3) interest in excess of the amount required by the remedial order.

Further in compliance with the administrative law judge's findings, the Company has begun to and will continue to deduct dues from earnings for community interpreting work performed by unit members who executed dues authorization forms if and until: (a) Article III (Dues Deduction) in the expired CBA between the Company and the Guild is no longer effective; (b) the parties agree otherwise or reach impasse on the topic; or (c) the administrative law judge's findings regarding dues deduction are overruled, reversed, vacated, or otherwise voided. The earliest of the three conditional occurrences will be the date that the Company ceases deducting dues from the community interpreting earnings of unit members who executed authorization forms. The Company reserves all legal rights.

Please contact me should you have any questions.

Sincerely,



Lawrence D. Levien

cc: Francine Cummings
Mark Hopkins

Exhibit E

SHUTDOWN AGREEMENT

This Shutdown Agreement ("Agreement") dated May 20, 2019 is entered into between Purple Communications Inc. (the "Company") and the Pacific Media Workers Guild, Local 39521 (the "Union") (the Union and the Company being sometimes referred to in this Agreement, collectively, as the "Parties," each a "Party"). The Agreement will be effective on the date when it is fully executed by both Parties (the "Effective Date").

WHEREAS, the Union represents video interpreters ("Unit Members") at the Company's Call Center in Denver, Colorado (referred to as the "Denver Call Center");

WHEREAS, the Company and the Union were parties to a collective bargaining agreement covering Unit Members, which was terminated on July 31, 2017, after which the Parties continued bargaining towards a successor contract;

WHEREAS, the Union filed unfair labor practice charges ("ULPs") with the National Labor Relations Board ("NLRB") and grievances against the Company over the course of their collective bargaining relationship;

WHEREAS, on February 14, 2017, ZVRS Holding Company, the parent of CSDVRS, LLC (d/b/a ZVRS) ("ZVRS") acquired the Company (the Company, ZVRS, and all the Company's and ZVRS's parents and affiliates, now and in the future, collectively, referred to as the "Company Group");

WHEREAS, on April 15, 2019, the Company announced that it was closing the Denver Call Center on May 15, 2019, due to facility costs;

WHEREAS, the Parties wish to settle their disputes and shut down the Denver Call Center on the terms in this Agreement;

NOW, THEREFORE, in consideration of the covenants and promises herein, the Company and the Union agree as follows:

1. Settled Claims. The Parties have agreed to resolve any and all claims or potential claims relating to and arising from the ULPs, grievances, or any other disputes, including, without limitation, any and all disputes relating to the closure of the Denver Call Center, NLRB Case 27-CA-238441, or any other claim that can be asserted by the Union against the Company Group that accrued prior to the Effective Date ("Settled Claims"), but excluding NLRB Cases 21-CA-149635, 28-CA-179794, 21-CA-182016, 32-CA-185337, 21-CA-185343, 27-CA-185377, 27-CA-186448, 28-CA-186509, 21-CA-187642, 28-CA-192041, 27-CA-192084, 28-CA-197009, 27-CA-197062 (currently pending on exceptions from the 2018 decision of the administrative law judge) and Case 21-CA-095151 (discrete 2014 email case). The Parties acknowledge that any monetary relief available to the Union or any Unit Member pursuant to the Settled Claims and all other charges set forth in this Paragraph has already been paid or is being paid as part of this Agreement and no further monetary relief is due and owing.

2. Cessation of Obligation to Bargain. The Parties agree that the Company's collective bargaining obligations in connection with Unit Members shall cease upon the closure of the Denver Call Center on May 15, 2019 ("Closing Date"). On the Closing Date, the bargaining unit, inclusive of all Unit Members at the Denver Call Center, shall terminate. Following the Closing Date, any Unit Member subsequently employed by the Company to perform community interpreting work, VRS work at another Call Center, or at-home work in the same Metropolitan Statistical Area as the Denver Call Center (as defined and delineated by the United States Census Bureau 2010 standards) shall cease being a Unit Member.

3. The Company's Obligations. In exchange for the withdrawal of ULPs and the release of claims set forth herein, the Company agrees to the following:

a. Severance Payments. The Company will pay (1) each full-time, benefited Unit Member listed on Exhibit A regardless of tenure; and (2) each part-time, non-benefitted Unit Member listed on Exhibit B who has at least two (2) full years of tenure with the Company as of May 1, 2019 and who worked an average of twenty-five (25) or more total hours per week for the period from May 1, 2018 to May 1, 2019, the following: a severance payment equal to one week (calculated as set forth below) for each continuous year of service with the Company, with a minimum of two weeks and maximum of seven weeks, subject to all applicable withholdings and deductions; provided that after the Closing Date, the Unit Member receiving a severance payment signs (and to the extent applicable, does not revoke), the under forty (40) release of claims or forty (40) and over release of claims, whichever is applicable, attached hereto as Exhibit C.

i. Severance Payment Date; Eligibility. The severance payments referenced above will be paid in one lump sum to each Unit Member listed on Exhibits A and B, upon the Company's first regular payroll date beginning ten (10) days after the effective date of the signed release of claims in Exhibit C. For the avoidance of doubt, any Unit Member identified on Exhibit A or B who transfers to another Call Center, or whose employment is terminated for just cause under the Parties' expired collective bargaining agreement before the Closing Date, will not be eligible to receive a severance payment. For further avoidance of doubt, the eligibility for a severance payment of any Unit Member who applies to transfer to another Call Center will not be determined until the transfer application is granted or denied; if the transfer application is granted, then the Unit Member will not be eligible for a severance payment. Transfer applications will be granted or denied within 14 days of submission.

ii. Calculation of Severance Payments. For purposes of calculating the severance payment, one week's pay will be determined as the average weekly hours worked from May 1, 2018 to May 1, 2019 multiplied by the Unit Member's current hourly VRS rate, and excluding community hours unless the Unit Member ceases performing community interpreting work for the Company on May 24, 2019 and resigns, which resignation will become effective on May 24, 2019. If the Unit Member resigns and ceases to perform community interpreting work on May 24, 2019, then that Unit Member's average weekly hours will be calculated as hours worked for both community interpreting work and VRS work. If the Unit Member does not resign and cease to perform community interpreting work on May 24, 2019, then that Unit Member's average weekly hours will be calculated only as hours worked for VRS work. The

following Unit Members have resigned, effective May 24, 2019, in accord with the terms of this Paragraph and will receive severance based on average weekly hours calculated as hours worked for both community interpreting work and VRS work: (1) Natalie Austin; (2) Kelly Hoffhines; (3) Mah-rya Proper; (4) Maria Reardon; and (5) Kerriann Lawler.

b. Accrued Benefits and Unpaid Wages. Unit Members whose employment was terminated as a result of the closure of the Denver Call Center will receive all accrued and unpaid wages and benefits, subject to applicable withholdings and deductions, through the date of their termination of employment with the Company.

c. Reference and Rehire List. If the Company or ZVRS reopens a facility in the same Metropolitan Statistical Area as Denver within one (1) year of the Closing Date, former Unit Members whose employment was terminated as a result of the closure shall have the first right to fill open positions at the reopening facility. The Company agrees to respond to all requests for references made on behalf of Unit Members and directed to the Company's Human Resources Department by solely confirming dates and duration of employment (Hire/Rehire Date through Separation Date), position held during the relevant time frame (Video Interpreter), and final salary rate. Pursuant to Company policy, no letters of reference will be issued.

d. At-Home. The Company will consider one application for at-home work in the state of Wyoming. If the Company establishes at-home work in the same Metropolitan Statistical Area as Denver between May 15, 2019 and May 15, 2020, the Company will consider applications, in accord with Company policy, from Unit Members who were actively employed by the Company to perform VRS work at the Denver Call Center on the Closing Date. At-home work performed by present or former managers or trainers, who performed such management or training functions, will not activate the obligation to consider applications set forth in this Paragraph.

e. Transferring to Another Call Center. The Company will consider applications for transfer from the Denver Call Center to another Call Center in accord with Company policy. All such transfer applications from the Denver Call Center must be submitted on or before the Closing Date. The Company agrees to waive any interview requirement. Each Unit Member whose transfer application is granted will retain his or her same date of hire and employment records, including but not limited to all disciplinary actions and performance evaluations, after the transfer. For the avoidance of doubt, the Parties agree that: (1) the Union will not continue to represent or bargain on behalf of the Unit Members who transfer to another Call Center; (2) no union dues will be deducted from the pay of Unit Members who transfer to another Call Center following the transfer; and (3) the Company has the sole right to grant or deny any transfer applications in accord with Company policy.

f. Community Interpreting Work. Video interpreters who are actively employed at the Denver Call Center on the Closing Date and who do not receive a severance payment for community interpreting hours (as set forth in Paragraph 3(a)(ii)) may continue to perform community interpreting work in accord with Company practice.

4. The Union's Obligations. In exchange for the valuable consideration set forth herein, the Union agrees to the following:

a. Union Waiver and Release. The Union waives and releases and promises, for itself and its heirs, executors, administrators, successors, and assigns, never to assert in any forum any and all claims that it has or might have, whether known or unknown, against the Company and its respective officers, directors, stockholders, employees, and agents (collectively, the "Released Parties"), arising from the Settled Claims that the Union may assert. For the avoidance of doubt, this waiver and release includes, but is not limited to, claims for severance, unfair labor practice charges, or any other obligation, whether contractual or statutory, existing prior to the effective date of this Agreement. This release excludes the right to enforce the terms of this Agreement.

b. Withdrawal of Charges. Within (3) days after the Effective Date, the Union agrees to withdraw the NLRB charges in Case 27-CA-238441. The Union agrees not to pursue any such charges on behalf of Unit Members and waives any and all right to recover any relief, monetary or otherwise, related to those charges, and the Union agrees not to voluntarily assist or cooperate with the NLRB concerning those charges (e.g., the Union will not voluntarily prepare testimony with the NLRB or participate in prehearing conversations with the Regional Director).

c. Closure of the Denver Call Center. The Union agrees not to file an unfair labor practice charge, grievance, arbitration or any other action against the Company or any member of the Company Group for not bargaining with the Union over any decision by the Company Group to shut down the Denver Call Center.

d. Non-Disparagement. For two years after closure of the Denver VRS facility, the Union agrees that it will not engage in any corporate campaign or similar concerted activity against the Company Group. The Parties shall not disclose this provision to any other employer.

5. Irreparable Harm. The Parties acknowledge that breach of the Company's obligations under Paragraph 3 and breach of the Union's obligations under Paragraph 4 will cause irreparable harm to the other Party and that any breach or threatened breach of those provisions will entitle the non-breaching Party to injunctive relief, in addition to any other legal and equitable remedies available to the non-breaching Party, to prevent and remedy such a breach or threatened breach. The non-breaching Party's right to injunctive relief is in addition to, and not in lieu of, any other rights and remedies available at law or in equity, including, without limitation, any remedy in any arbitration brought pursuant to Paragraph 6 of this Agreement. Any injunctive action may be brought in any appropriate federal court sitting in Denver, Colorado, and the Parties hereby irrevocably submit to the jurisdiction of such courts in any injunctive action and waive any claim or defense of inconvenient or improper forum or lack of personal jurisdiction under any applicable law or decision. Upon the issuance (or denial) of an injunction, the underlying merits of any dispute shall be resolved in accordance with the arbitration provisions of Paragraph 6 of this Agreement.

6. Arbitration. Except as provided in Paragraph 5, any dispute arising under this Agreement between the Company (including the Company Group, and/or the Releasees) and the Union shall be submitted to binding arbitration before the Federal Mediation and Conciliation Service ("FMCS") for resolution. Such arbitration shall be conducted in Denver, Colorado, and the arbitrator will apply Colorado law or applicable federal law. The arbitration shall be conducted in accordance with the FMCS rules as modified herein. The arbitration will be conducted by a single arbitrator mutually designated by the Parties who will remain retained for the duration of the dispute. Except as provided in Paragraph 5 above, the arbitrator, and not any federal, state, or local court or adjudicatory authority, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including but not limited to any dispute as to whether (i) a particular claim is subject to arbitration hereunder, or (ii) any part of this Paragraph is void or voidable. The award of the arbitrator shall be in writing, state the reasons for the award, and be final and binding on the Parties, and judgment on the award may be confirmed and entered in federal court sitting in Denver, Colorado. The arbitration shall be conducted on a strictly confidential basis, and the Parties shall not disclose the existence of a claim, the nature of a claim, any documents, exhibits, or information exchanged or presented in connection with such a claim, or the result of any action (collectively, "Arbitration Materials"), to any third party, with the exception of the Parties' legal counsel, any third-parties retained by the Parties to assist with such arbitration (e.g., experts), and the Unit Members. In the event of any arbitration arising from or related to this Agreement, if the arbitrator makes a written decision that any or all of the claims submitted by the Party initiating the arbitration are frivolous, the Party opposing such claim will be entitled to all costs and attorney fees it incurs as a result of defending any such claim the arbitrator determines to be frivolous. The arbitrator otherwise shall not have authority to award attorneys' fees or costs, punitive damages, compensatory damages, damages for emotional distress, penalties, or any other damages not measured by the prevailing Party's actual losses, except to the extent such relief is explicitly available under a statute, ordinance, or regulation pursuant to which a claim is brought.

7. Enforcement of Arbitration Awards. In the event of any court proceeding to challenge or enforce an arbitrator's award, the Parties hereby consent to the exclusive jurisdiction of the federal courts sitting in Denver, Colorado; agree to exclusive venue in that jurisdiction; and waive any claim that such jurisdiction is an inconvenient or inappropriate forum. There shall be no interlocutory appeals to any court, or any motions to vacate any order of the arbitrator that is not a final award dispositive of the arbitration in its entirety, except as required by law. The Parties agree to take all steps necessary to protect the confidentiality of the Arbitration Materials in connection with any court proceeding (or any proceeding under Paragraphs 5 and 6, above), agree to file all the Arbitration Materials and documents containing the Company's Confidential Information under seal, and agree to the entry of an appropriate protective order encompassing the confidential terms of this Agreement, as set forth in Paragraph 6.

8. Confidentiality. The Parties agree that they will not disclose, or cause to be disclosed in any way, the financial terms of this Agreement, except as provided in this Paragraph. The Parties may show a copy of this Agreement to the NLRB. The Union may show a copy of this Agreement to Unit Members and discuss the terms of this Agreement with Unit Members, who in turn may discuss the terms of this Agreement among themselves. In addition, the Union may

distribute a written communication to its members summarizing the terms of this Agreement; provided that such communication is factually accurate. The Company Group may show a copy of this Agreement, and discuss the terms of this Agreement, with its Board, senior management, and managers who need to know how to comply with the terms of this Agreement. The Company and ZVRS may distribute a written communication to their employees summarizing the terms of this Agreement; provided that such communication is factually accurate. Unless otherwise agreed in writing by the Parties, the Parties may provide copies of this Agreement or discuss its terms in any action by either Party to enforce the terms of this Agreement in compliance with Paragraphs 5 and 6; provided that the Party seeking to provide or discuss the terms of this Agreement will seek to place the Agreement under seal. The Parties can provide a copy of this Agreement and discuss its terms in compliance with a subpoena or as otherwise required by law. This Paragraph does not prohibit the Parties from providing this Agreement, on a confidential and privileged basis, to their attorneys or financial advisors so long as the Parties ensure that these individuals maintain the confidentiality of this Agreement and disclose this Agreement only as may be required by law.

9. Transfer of Claims. The Union represents and warrants that it has not assigned, transferred, or purported to assign or transfer, to any person, firm, corporation, association, or entity whatsoever, any claims released by or subject to this Agreement. The Union agrees to indemnify and hold the Released Parties harmless against any and all rights, claims, warranties, demands, debts, obligations, liabilities, costs, court costs, expenses (including attorneys' fees), causes of action, or judgments based on or arising out of any such assignment or transfer.

10. Non-Admission. This Agreement does not constitute an admission by the Company of any violation of any law, statute, or contract, and the Parties agree that neither this Agreement nor the furnishing of consideration shall be deemed or construed for any purpose as evidence or an admission of liability or wrongful conduct of any kind. The negotiation of this Agreement and its exhibits shall not be used or interpreted as a waiver of the Union's position that the Company and CSDVRS LLC, dba ZVRS are joint employers of the Unit members.

11. Entire Agreement. This Agreement, including all Exhibits, contains the entire agreement and understanding between the Parties regarding the disputes or claims contained herein, and supersedes all other agreements between the Company and the Union regarding those disputes or claims. This Agreement shall not be changed unless in writing and signed by both the Company and the Union. All terms and provisions of this Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective heirs, legal representatives, successors, and assigns.

12. Severability. Should any provision of this Agreement be held to be invalid or unenforceable by a court of competent jurisdiction, it shall be deemed severed, and the remaining provisions of this Agreement shall continue in full force and effect and be enforceable to the fullest extent permitted by law.

13. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

14. Waivers. No failure to require the performance of any term of this Agreement shall be taken or held to be a waiver or in any way affect the right to enforce this Agreement in the future.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. True and accurate PDF or facsimile copies of this Agreement shall have the same force and effect as originals.

16. Acknowledgement. The Parties acknowledge that during the negotiations that resulted in this Agreement, each had the right and opportunity to make demands and proposals regarding any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Except as set forth in this Agreement, neither Party shall have any, or to the extent applicable, any further, obligation to bargain over any matter subject to this Agreement. The Parties further acknowledge that no representation, promise, or inducement has been made other than as set forth in this Agreement. Each Party enters into this Agreement without reliance upon any other representation, promise, or inducement not set forth in this Agreement. The Parties assume the risk for any mistake of fact, known or unknown, and acknowledge the significance and consequences of this Agreement and represent that its terms are fully understood and voluntarily accepted.

IN WITNESS WHEREOF the Parties hereto have each reviewed, understood, approved and executed this Agreement as of the date opposite their respective signature. Each person signing this Agreement on behalf of any of the Parties represents that he or she has full authority and is empowered to do so.

Accepted on behalf of the Union:

5/24/19
DATE

Accepted on behalf of the Company:

5-20-19
DATE

Exhibit F

“Notice A”

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

The National Labor Relations Board has found that ~~we~~ Purple Communications, Inc. violated Federal labor law between Fall 2014 and Winter 2017 and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union;
- Choose representatives to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT threaten you that it would be futile to select union representation.

WE WILL NOT promise you benefits in order to discourage you from selecting union representation.

WE WILL NOT label our Disciplinary Action Reports "Confidential."

WE WILL NOT maintain a work rule that prohibits you from discussing your performance appraisals, salary increases or other employment records.

WE WILL NOT disparately enforce our Internet, Intranet, Voicemail and Electronic Communication Policy to prohibit non-business emails relating to union activities while permitting non-business emails that do not relate to union activities.

WE WILL NOT disparately enforce our non-solicitation policy to prohibit employees from leaving materials related to the Union in the break room while permitting employees to leave other non-business materials unrelated the Union in the break room.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE ~~WILL~~ HAVE rescinded ~~or revise~~ the provisions in our employee handbook that prohibit you from discussing your performance appraisals, salary increases, disciplinary action reports, or other employment records.

WE ~~WILL~~ HAVE rescinded ~~or revise the Internet, Intranet, Voicemail and Electronic Communication Policy and~~ the Employment Records Policy in the employee handbook.

~~**WE WILL** rescind or revise our non-solicitation policy in the employee handbook.~~

~~**WE WILL** furnish you with inserts for the current employee handbook that advise that the unlawful provisions have been rescinded, or~~ **WE ~~WILL~~ HAVE** published and distributed revised employee handbooks that do not contain the unlawful provisions.

WE ~~WILL~~ HAVE distributed to supervisors and managers at all facilities revised Disciplinary Action Report forms that are not labeled "Confidential" and use those revised forms when issuing discipline.

“Notice B”

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

The National Labor Relations Board has found that ~~we~~ Purple Communications, Inc. violated Federal labor law between Fall 2014 and Winter 2017 and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union;
- Choose representatives to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT threaten you that it would be futile to select union representation.

WE WILL NOT promise you benefits in order to discourage you from selecting union representation.

WE WILL NOT label our Disciplinary Action Reports "Confidential."

WE WILL NOT threaten you with negative consequences because of your union activities, the union activities of other employees, or the Union's performance of its role as your collective-bargaining representative.

WE WILL NOT threaten to investigate you based on a request for information by the Newspaper Guild, Communications Workers of America, AFL-CIO (Union) regarding employee discipline.

WE WILL NOT threaten you with unspecified reprisals for engaging in union or other protected activities.

WE WILL NOT coercively question you about your own or others' union or other protected concerted activities.

WE WILL NOT deny your request to be represented by a union representative during an interview you reasonably believe may result in discipline or improperly restrict your union representative's ability to provide assistance and counsel to you.

WE WILL NOT create the impression that we are engaged in surveillance of your union or other protected concerted activities.

WE WILL NOT encourage, solicit, or coerce you to decertify the Union.

WE WILL NOT denigrate the Union so as to threaten that ~~continued~~ representation by the Union will be futile.

WE WILL NOT remove, or direct employees to remove, food, displays, flyers, or decorations from the workplace because they relate to or are provided by the Union.

WE WILL NOT change your terms and conditions of employment without first notifying the Union and giving it an opportunity to bargain.

WE WILL NOT modify the terms and conditions of our collective-bargaining agreement with the Union without the Union's consent.

WE WILL NOT refuse to bargain collectively with the Union over the terms and conditions of employment by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of ~~our~~ former unit employees, or by unreasonably delaying in furnishing it with such information.

WE WILL NOT disparately enforce our Internet, Intranet, Voicemail and Electronic Communication policy to prohibit non-business emails relating to union activities while permitting non-business emails that do not relate to union activities.

WE WILL NOT disparately enforce our non-solicitation policy to prohibit employees from leaving materials related to the Union in the break room while permitting employees to leave other non-business materials unrelated the Union in the break room.

WE WILL NOT maintain rules prohibiting your union representatives from assisting you and actively participating in any interview you reasonably believe may result in discipline.

WE WILL NOT promulgate or maintain rules prohibiting the following employee conduct:

- using break rooms for pro-union activities and/or placing union literature in break rooms (other than on designated union bulletin boards);
- conducting union business on "work place property";
- engaging in union conduct, including placing union-provided food, displays or other items in break rooms, without prior authorization by management;
- displaying balloons and other pro-union paraphernalia in work areas;

- bringing in “treats” or engaging in “other efforts” for coworkers;
- soliciting in work areas other than by displaying personal effects;
- displaying small symbols of union loyalty except in designated areas; and
- displaying larger symbols of union loyalty in any and all areas.

WE WILL NOT maintain rules prohibiting employee stewards from placing union announcements on tables in call center break rooms or requiring them to remove such materials.

WE WILL NOT maintain a work rule that prohibits you from discussing your performance appraisals, salary increases and other employment records.

WE WILL NOT promulgate rules in response to your union or other protected concerted activities that restrict you in the exercise of any of the rights listed above, including those that restrict your right to a union representative who can fully participate in any interview you reasonably believe may result in discipline.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE ~~WILL~~ HAVE rescinded ~~or revise the Internet, Intranet, Voicemail and Electronic Communication Policy and~~ the Employment Records Policy in the employee handbook.

~~**WE WILL** rescind or revise our non-solicitation policy in the employee handbook.~~

WE ~~WILL~~ HAVE rescinded ~~or revise~~ the confidentiality provisions in our employee handbook that prohibit you from discussing your performance appraisals, salary increases, disciplinary action reports, and other employment records.

WE ~~WILL~~ HAVE rescinded ~~or revise~~ the rules prohibiting certain employee conduct described above.

WE ~~WILL~~ HAVE rescinded ~~or revise~~ the rule prohibiting union announcements in employee break rooms.

WE ~~WILL~~HAVE rescinded ~~or revise~~ the rules restricting the participation of union representatives in any interview you reasonably believe may result in discipline.

~~**WE WILL** furnish you with inserts for the current employee handbook that advise that the unlawful provisions have been rescinded, or~~ **WE ~~WILL~~ HAVE** published and distributed revised employee handbooks that do not contain the unlawful provisions.

WE WILL furnish you with a notice for the rules described above that are not in the employee handbook stating that such rules have been rescinded or providing lawfully worded rules.

WE ~~WILL~~ HAVE distributed to supervisors and managers at all facilities revised Disciplinary Action Report forms that are not labeled "Confidential," and **WE WILL** use those revised forms when issuing discipline.

WE ~~WILL~~ HAVE rescinded the changes in your terms and conditions of employment that we unilaterally implemented in March, May, June, August, October, and November 2016.

WE ~~WILL make~~HAVE made former employees affected by the foregoing unlawful changes whole, with interest, for any loss of earnings and other benefits suffered as a result of these changes.

WE ~~WILL~~ HAVE compensated affected former employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and **WE WILL** file with the Regional Director for Region 28, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee.

WE ~~WILL~~ HAVE rescinded the May 2016 modifications to the collective-bargaining agreement affecting withholding of union dues ~~and continue in effect all the terms and conditions of employment contained in the collective-bargaining agreement covering employees in the unit described below, including the deduction of dues~~ from the earnings of former unit employees attributable to the performance of community interpreting work.

WE ~~WILL~~ HAVE reimbursed the Union for all dues that we failed to deduct from wages earned for community interpreting work.

WE ~~WILL~~HAVE, before implementing any changes in wages, hours, or other terms and conditions of employment of unit employees, notifed~~y~~ and, on request, bargained with the Union as the exclusive collective-bargaining representative of our former employees in the following bargaining units:

- All full-time and flex staff Video Interpreters (VIs) formerly employed by the Employer at its facility located at 4542 Ruffner Street, Suite 270, San Diego, California, but excluding all other employees, center assistants, confidential employees, managers, office clerical employees and guards, professional employees and supervisors as defined by the National Labor Relations Act.

- All full-time and flex staff Video Interpreters (VIs) formerly employed by the Employer at its Denver, Colorado facility, but excluding all other employees, center assistants, confidential employees, managers, office clerical employees and guards, professional employees and supervisors as defined by the National Labor Relations Act.

- All full-time and flex staff Video Interpreters formerly employed by the Employer in Tempe, Arizona, but excluding all other employees, center assistants, confidential

employees, managers, office clerical employees and guards, professional employees and supervisors as defined by the National Labor Relations Act.

- All full-time and flex staff Video Interpreters (VIs) formerly employed by the Employer at its facility located in Oakland, California, but excluding all other employees, center assistants, confidential employees, managers, office clerical employees and guards, professional employees and supervisors as defined by the National Labor Relations Act.

WE ~~WILL~~ HAVE furnished to the Union in a timely manner the information requested by the Union on April 15, July 6, July 14, August 3, and November 9, 2016, except for the information regarding verification that the computer system was free of technical abnormalities.

“Notice C”

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

The National Labor Relations Board has found that ~~we~~ Purple Communications, Inc. violated Federal labor law between Fall 2014 and Winter 2017 and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union
- Choose representatives to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

Employees covered by the National Labor Relations Act (NLRA) have the right to join together to improve their wages and working conditions, including by organizing a union and bargaining collectively with their employer, and also the right to choose not to do so. This Explanation of Rights contains important information about your rights under this Federal law.

The National Labor Relations Board (NLRB) has ordered your employer, Purple Communications, Inc. and its Successor and Joint Employer CSDVRS, LLC d/b/a ZVRS, to provide you with this Explanation of Rights to describe your rights and to provide examples of illegal behavior.

Under the NLRA, you have the right to

- Organize a union to negotiate with your employer concerning your wages, hours, and working conditions.
- Support your union in negotiations.
- Discuss your wages, benefits, other terms and conditions of employment, and collective-bargaining negotiations with your coworkers or your union.
- Take action with one or more coworkers to improve your working conditions.
- Choose not to do any of these activities.

It is illegal for your employer to

- Threaten you with job loss or loss of pay or benefits if you support a union or act in support of collective bargaining.

- Remove, or direct you to remove, union-provided food, pro-union displays or pro-union decorations from employee break rooms.
- Deny your request to be represented by a union representative during an interview you reasonably believe may result in discipline.
- Improperly restrict your union representative's ability to provide you with assistance and counsel in such an interview.
- Make changes in your terms and conditions of employment (such as pay differentials and dues withholding) without first providing your union with notice of the proposed changes and affording the union an opportunity to bargain about the changes, except in certain situations.
- Implement new rules or directives because you formed, joined or assisted the union that represents you, or because you took action with one or more coworkers to improve your working conditions, or to discourage you from doing so.
- Warn, suspend, discharge, demote, or transfer you, or eliminate your work, because you have supported the union or acted in support of collective bargaining. It is also illegal for your employer to threaten to do any of these things.
- Fail or refuse to provide your union, when requested by the union to do so, information the union needs to do its job as your representative, including documents it requests in connection with a grievance over employee discipline.
- Fail or refuse to honor any collective-bargaining agreement that it reaches with your union.
- Retaliate against you for participating in collective bargaining or assisting your union in collective bargaining.

Illegal conduct will not be permitted. The NLRB enforces the NLRA by prosecuting violations. If you believe your rights or the rights of others have been violated, you should contact the NLRB to protect your rights. You should do so promptly, since the NLRA contains a six-month statute of limitations. This means that a charge must be filed within six months of when you knew or should have known of the conduct you believe to be unlawful. You may ask about a possible violation without your employer or anyone else being informed that you have done so. The NLRB will conduct an investigation of possible violations if a charge is filed. Charges may be filed by any person and need not be filed by the employee directly affected by the violation.